

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Elizabeth Feffer

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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

11 JOSEPH CAMARILLO,

12 Plaintiff,

13 v.

14 CITY OF LOS ANGELES, a government  
15 entity; CITY OF RIVERSIDE, a government  
16 entity; and DOES 1 through 100, inclusive,

17 Defendants.

CASE NO.: 20STCV00823

**COMPLAINT FOR DAMAGES:**

1. **DISCRIMINATION IN VIOLATION OF FEHA (Cal. Gov't C. § 12940 *et seq.*);**
2. **FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA (Cal. Gov't C. § 12940(m));**
3. **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA (Cal. Gov't C. § 12940(n));**
4. **RETALIATION IN VIOLATION OF FEHA (Cal. Gov't C. § 12940 *et seq.*)**
5. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
6. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
7. **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

**DEMAND FOR JURY TRIAL**

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, JOSEPH CAMARILLO, and hereby demands a trial by jury, and based on information and belief complains and alleges as follows:

**THE PARTIES**

1. Prior to the incidents which gave rise to the issues in this complaint, Plaintiff JOSEPH CAMARILLO (“Camarillo” or “Plaintiff”) was employed as a firefighter with Riverside Fire Department. Plaintiff was qualified for the position by reason of his education and training.

2. Plaintiff is informed and believes and thereon alleges that, at all times relevant hereto, Defendant City of Riverside was a public entity violating laws within the State of California in the County of Riverside. At all times pertinent hereto, Defendant City owned, controlled, and operated the fire department known as the RFD.

3. Plaintiff is informed and believes and thereon alleges that, at all times relevant hereto, Defendant City of Los Angeles was a public entity violating laws within the State of California in the County of Los Angeles. At all times pertinent hereto, Defendant City owned, controlled, and operated the fire department known as the LAFD.

4. Plaintiff is informed and believes and thereupon alleges that Defendants DOES 1 through 100, inclusive, and each of them, at all times relevant hereto, were public, business, and/or other entities whose form is unknown committing torts in and/or engaged in purposeful economic activity within the Counties of Los Angeles and Riverside, State of California.

5. The true names and capacities of Defendants DOES 1 through 100, and each of them, whether individual, corporate, associate or otherwise, are unknown to Plaintiff at this time, therefore Plaintiff sues said Defendants by such fictitious names. Plaintiff will file DOE amendments, and/or ask leave of court to amend this complaint to assert the true names and capacities of these Defendants when they have been ascertained. Plaintiff is informed and believes, and upon such information and belief alleges, that each Defendant herein designated as a DOE was and is in some manner, negligently, wrongfully, or otherwise, responsible and liable to Plaintiff for the injuries and damages hereinafter alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct.



1 with the claim presentation requirement of California Government Code § 945.4 and § 912.4.  
2 Plaintiff filed a Government Claim against Defendant City of Riverside July 26, 2019, an amended  
3 claim on August 8, 2019, and received a rejection of claim on August 23, 2019. Plaintiff filed a  
4 timely claim with the Department of Fair Employment and Housing on November 15, 2019 and  
5 received a right-to-sue notice on November 15, 2019.

#### 6 COMMON ALLEGATIONS

7 14. Plaintiff CAMARILLO was a firefighter for the Riverside Fire Department ("RFD")  
8 in 2017. Plaintiff held the rank of firefighter. Plaintiff was qualified for the positions he held by  
9 reason of his education and training.

10 15. On or around May 5, 2017 Plaintiff suffered an injury while on duty and was taken  
11 off work by his doctor. Plaintiff returned to work on light duty, and when he returned Deputy Chief  
12 Stamper yelled at Plaintiff for getting injured, claiming he was at fault for getting injured. Deputy  
13 Chief Stamper told Plaintiff that he wanted him to return to work full duty despite his doctor's  
14 work restriction indicating that he could only return in a light duty capacity. On or around May 16,  
15 2017, Plaintiff later returned to work full duty, and several months later, in or around August 2017,  
16 suffered another work-related injury. Although Plaintiff was cleared to return to work full duty by  
17 his personal physician in or around November 2017, the City doctor would not clear him to return  
18 to work full duty until April 2018.

19 16. Because Defendant RFD would not allow him to return to work despite clearance by  
20 his personal physician, Plaintiff applied for a job with the Los Angeles Fire Department (LAFD).  
21 Plaintiff passed all of his medical and psychological evaluations for LAFD and was offered a  
22 position at LAFD. Plaintiff provided notice to Defendant RFD on or around May 3, 2018.

23 17. Plaintiff began work as a firefighter with the LAFD in July 2018. Plaintiff  
24 performed all aspects of his job as a firefighter with the LAFD in an exemplary fashion. Suddenly,  
25 in late 2018, Plaintiff was told by LAFD supervisors that he had to fill out another medical  
26 evaluation, even though he had already done so in February 2018. Plaintiff was told that his  
27 background investigation was not complete. Plaintiff was then given a detail to work from home  
28 from October 2019 through January 2019 but was not told anything about the investigation.

1           18.     In late January 2019, Plaintiff was informed that he was being terminated by the  
2 LAFD. At a liberty interest hearing conducted thereafter, Plaintiff was informed that the reason he  
3 was terminated was because he allegedly lied about his medical history, namely his medical history  
4 while employed with Defendant RFD.

5           19.     Plaintiff learned thereafter that Defendant RFD supervisors, including specifically  
6 Deputy Chief Stamper, had met with and made statements to the LAFD about Plaintiff's medical  
7 condition while he was employed by RFD, including but not limited to: Plaintiff's IOD status; his  
8 ability to work full duty; and other statements about Plaintiff's medical condition and ability to  
9 perform the duties of a firefighter.

10           20.     Plaintiff has suffered extensive damages as a result of Defendants' conduct. In  
11 addition to the termination from LAFD, Plaintiff has been unable to obtain employment from other  
12 agencies due to the LAFD termination. The wrongful conduct of Defendants, and each of them, is  
13 continuing and ongoing to present.

14           21.     Claimant has suffered both general and special damages in the past and present and  
15 will continue to suffer such damages in the future for an unknown period of time. Claimant has  
16 also suffered and continues to suffer losses in earnings and other employment benefits, as well as  
17 past and future non-economic injury. This has caused damage to his professional reputation, his  
18 ability to work, and will adversely affect his income and pension and other benefits. Moreover, it  
19 has adversely affected Claimant's personal health and wellbeing. Claimant has also suffered  
20 extensive general damages in the form of anxiety, anguish, and mental suffering. Claimant's  
21 damages are continuing and in an amount not yet determined, but in excess of \$25,000.

22           22.     The conduct of Defendants, and each of them, was a violation of Plaintiff's rights  
23 under both state and federal law, including but not limited to the Fair Employment and Housing  
24 Act (CAL. GOV'T C. §§ 12940, *et seq.*). Therefore, Defendants, and each of them, are liable under  
25 FEHA, are liable for retaliation in violation of public policy as identified in *Tameny v. Atlantic*  
26 *Richfield Co.* (1980) 27Cal.3d 167 and its progeny, and may be liable for constructive discharge.  
27 The wrongful conduct of Defendants, and each of them, is continuing and ongoing as of the present  
28 date.

1 **FIRST CAUSE OF ACTION**

2 **BY PLAINTIFF AGAINST DEFENDANT CITY OF LOS ANGELES AND DOES 1 -100**

3 DISCRIMINATION IN VIOLATION OF FEHA (CAL. GOV'T C. §§ 12940, *ET SEQ.*)

4 23. Plaintiff re-alleges and incorporates by reference each and every allegation  
5 contained in paragraphs 1-22 of this complaint as though fully set forth herein again.

6 24. At all times herein mentioned, Government Code §§ 12940, *et seq.* was in full force  
7 and effect and was binding upon Defendants, and each of them.

8 25. At all times herein mentioned, Plaintiff was in the protected class of persons, *i.e.*, a  
9 person of disabled or perceived disabled status, and one who engaged in protected activities  
10 contemplated by California Government Code §§ 12940, *et seq.* Plaintiff is informed and believes  
11 that Defendants, and each of them, discriminated against Plaintiff based on his disability or  
12 perceived disability.

13 26. Commencing in 2017, and continuing to the present, those of supervisory rank and  
14 direct supervisors of the Plaintiff, created and allowed to exist an environment hostile to disabled  
15 persons and discriminated against Plaintiff on the basis of his disability or perceived disability.  
16 Such discrimination was in violation of Government Code §§ 12940, *et seq.* and the public policy  
17 embodied therein.

18 27. At all times herein mentioned, Defendants, and each of them, had actual and/or  
19 constructive knowledge of the discriminatory conduct levied against Plaintiff by Defendants,  
20 fellow employees and superiors. Moreover, such discriminatory conduct was also conducted  
21 and/or condoned by Defendants, and each of them.

22 28. As a direct, foreseeable and proximate result of Defendants' discriminatory conduct  
23 and failure to act, Plaintiff suffered and continues to suffer damages, humiliation, embarrassment,  
24 anxiety, mental anguish and emotional distress. Plaintiff was required to and did employ, and will  
25 in the future employ, physicians and health care providers to examine, treat and care for plaintiff,  
26 and did, and will in the future, incur medical and incidental expenses. The exact amount of such  
27 expenses is unknown to Plaintiff at this time.

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1 amount of which will be proven at trial.

2 36. As a further legal result of the above-described conduct of Defendants, and each of  
3 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to  
4 proof.

5 **THIRD CAUSE OF ACTION**

6 **BY PLAINTIFF AGAINST CITY OF LOS ANGELES AND DOES 1 -100**

7 FAILURE TO ENGAGE IN INTERACTIVE PROCESS

8 IN VIOLATION OF FEHA (CAL. GOV'T C. § 12940(n))

9 37. Plaintiff re-alleges and incorporates by reference each and every allegation  
10 contained in paragraphs 1-37 of this complaint as though fully set forth herein again.

11 38. At all times herein mentioned, Government Code § 12940(n) was in full force and  
12 effect and was binding upon Defendants, and each of them.

13 39. At all times herein mentioned, Plaintiff was in the protected class of persons, i.e., a  
14 person of disabled status, or one who was perceived by his employer to be disabled. Defendants,  
15 and each of them, knew of Plaintiff's disabling physical condition. Plaintiff requested a reasonable  
16 accommodation for his disabling physical condition so that he would be able to perform essential  
17 job requirements. Plaintiff was willing to participate, and attempted to participate, in an interactive  
18 process to determine whether reasonable accommodation could be made so that he would be able  
19 to perform the essential job requirements. Defendants, and each of them, failed and refused to  
20 participate in a timely good-faith interactive process with Plaintiff to determine whether reasonable  
21 accommodation could be made.

22 40. As a direct, foreseeable and proximate result of Defendants' discriminatory conduct  
23 and failure to act, Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety,  
24 mental anguish and emotional distress. Plaintiff was required to and did employ, and will in the  
25 future employ, physicians and health care providers to examine, treat and care for plaintiff, and did,  
26 and will in the future, incur medical and incidental expenses. The exact amount of such expenses  
27 is unknown to Plaintiff at this time.

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1 also conducted and/or condoned by Defendants, and each of them.

2 47. As a direct, foreseeable and proximate result of Defendants' retaliatory conduct,  
3 Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental anguish and  
4 emotional distress. Plaintiff was required to and did employ, and will in the future employ,  
5 physicians and health care providers to examine, treat and care for Plaintiff, and did, and will in the  
6 future, incur medical and incidental expenses. The exact amount of such expenses is unknown to  
7 Plaintiff at this time.

8 48. As a direct, foreseeable and proximate result of the Defendants' retaliatory conduct,  
9 Plaintiff suffered and continues to suffer losses in earnings and other employment benefits all to his  
10 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise  
11 amount of which will be proven at trial.

12 49. As a further legal result of the above-described conduct of Defendants, and each of  
13 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to  
14 proof.

15 **FIFTH CAUSE OF ACTION**

16 **BY PLAINTIFF AGAINST DEFENDANT CITY OF RIVERSIDE AND DOES 1-100**

17 INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

18 50. Plaintiff re-alleges and incorporates by reference each and every allegation  
19 contained in the previous paragraphs of this complaint as though fully set forth herein again.

20 51. Plaintiff and LAFD had a contract for employment of which Defendants, and each  
21 of them, were aware.

22 52. Defendants acted with the intent to interfere with Plaintiff's employment, or at least  
23 with knowledge that its actions would likely harm Plaintiff. In this regard, Defendants knew or  
24 should have known that by providing the aforementioned information about Plaintiff's medical  
25 status and condition while he was employed by RFD, such would cause Plaintiff's employment  
26 with LAFD to be disrupted.

27 53. In fact, Defendants' interference did cause a major disruption of Plaintiff's  
28 employment – to wit, Plaintiff's termination as a firefighter.



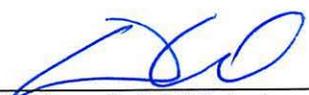


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- 5. Attorney fees and costs of suit pursuant to statute;
- 6. Costs of suit herein incurred;
- 7. Pre-judgment interest; and
- 8. Such other and further relief as the Court may deem just and proper.

Dated: January 7, 2020

McNICHOLAS & McNICHOLAS, LLP

By:   
\_\_\_\_\_  
Matthew S. McNicholas  
Douglas D. Winter  
Attorneys for Plaintiff  
JOSEPH CAMARILLO

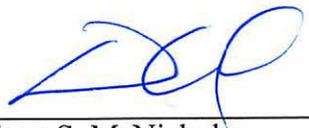
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**DEMAND FOR JURY TRIAL**

Plaintiff JOSEPH CAMARILLO hereby demands a jury trial.

Dated: January 7, 2020

McNICHOLAS & McNICHOLAS, LLP

By:   
\_\_\_\_\_  
Matthew S. McNicholas  
Douglas D. Winter  
Attorneys for Plaintiff  
JOSEPH CAMARILLO